

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LINCOLN TRANSPORTATION SERVICES, INC.,
Plaintiff,

V.

CMA CGM (AMERICA) LLC, a Limited Liability Company; CMA CGM S.A., a foreign corporation

Defendant.

CMA CGM (AMERICA) LLC, a Limited Liability Company; CMA CGM S.A., a foreign corporation

Counterclaimants,

V.

LINCOLN TRANSPORTATION SERVICES, INC.

Counterdefendant.

1. A. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Rozella A. Oliver's Procedures.

**STIPULATED PROTECTIVE ORDER
CASE NO. 2:15-CV-09234-DDP(RAOx)**

this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely involve trade secrets, customer and pricing lists, third-party contracts and other commercial, financial, technical and proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consists of, among other things, confidential business and financial information, information regarding confidential business practices, or other commercial information (including information implicating privacy rights of third parties), information generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state and federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record in this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is

generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “CONFIDENTIAL” information, the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.5 Counsel: Outside Counsel and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.9 House Counsel: attorneys who are employees of a Party to this action. House Counsel does not include Outside Counsel or any other outside counsel.

2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.11 Outside Counsel: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action, and includes support staff.

2.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel (and their support staffs).

2.3 Producing Party: a Party or Non-Party that produces Disclosure or Discovery

1 Material in this action.

2 2.14 Professional Vendors: persons or entities that provide litigation support services
3 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
4 storing, or retrieving data in any form or medium) and their employees and subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Protected
7 Material is “CONFIDENTIAL” if it is information that is non-public, proprietary, commercially
8 sensitive, and/or subject to third party privacy or confidentiality restrictions. Protected Material is
9 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if it is information that qualifies as
10 “CONFIDENTIAL” and is extremely sensitive, the disclosure of which to another party would
11 create risk of competitive injury.

12 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a
13 Producing Party.

14 3. SCOPE

15 The protections conferred by this Stipulation and Order cover not only Protected Material (as
16 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
17 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
18 conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any
19 use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does
20 not govern the use of Protected Material at trial. Sufficiently prior to trial the Parties will meet and
21 confer to address the treatment of any Protected Material at trial.

22 4. DURATION

23 Even after final disposition of this litigation, the confidentiality obligations imposed by this
24 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
25 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
26 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion

and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains protected material. If only a portion or

1 portions of the material on a page qualifies for protection, the Producing Party also must clearly
2 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents or materials available for inspection
4 need not designate them for protection until after the inspecting Party has indicated which material it
5 would like copied and produced. During the inspection and before the designation, all of the material
6 made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
7 identified the documents it wants copied and produced, the Producing Party must determine which
8 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
9 specified documents, the Producing Party must affix the “CONFIDENTIAL,” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to each page that contains Protected
11 Material. If only a portion or portions of the material on a page qualifies for protection, the
12 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
13 markings in the margins).

14 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
15 Designating Party identify on the record, before the close of the deposition, hearing, or other
16 proceeding, all protected testimony. Alternatively, within thirty (30) days of receipt of the final
17 certified transcript of any deposition, any Party or Non-Party may request that the original and all
18 copies of the deposition transcript, in whole or in part, be marked “CONFIDENTIAL” or
19 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Until thirty (30) days after the final certified
20 transcript of any deposition, the transcript of that deposition will be subject to the protections granted
21 to “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material. In the event a deposition is
22 videotaped, the original and all copies of the videotape are subject to this Order, substantially along
23 the lines of “This videotape contains confidential testimony used in this Action and is not to be
24 viewed or the contents thereof to be displayed or revealed except pursuant to the terms of the
25 operative Protective Order in this Action or pursuant to written stipulation of the Parties.”

26 (c) for information produced in some form other than documentary and for any other

1 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
2 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of the information
4 or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected
5 portion(s).

6 (d) for electronic information produced in native format or another format that does not
7 permit designation of pages, that the Producing Party include the legend “CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in the associated metadata, if
9 possible, and on the placeholder page. If only a portion or portions of the information warrants
10 protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

11 5.3 Inadvertent Failures to Designate. Inadvertent failure to timely designate material as
12 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall not constitute a
13 waiver of the Producing Party’s ability to designate material as CONFIDENTIAL Information at a
14 later time. Any party that inadvertently or unintentionally produces CONFIDENTIAL Information
15 without designating it as Protective Material may request destruction of that Protected Material by
16 notifying the recipient(s), as soon as reasonably possible after the Producing Party becomes aware of
17 the inadvertent or unintentional disclosure, and providing replacement Protected Material that is
18 properly designated. The recipient(s) shall then destroy all copies of the inadvertently or
19 unintentionally produced Protected Material and any documents, information or material derived
20 from or based thereon. Upon correction of a designation, the Receiving Party must make reasonable
21 efforts to assure that the material is treated in accordance with the provisions of the Order. Upon
22 correction of a designation, the Receiving Party must make reasonable efforts to assure that the
23 material is treated in accordance with the provisions of this Order.

24 5.4 A party may upward designate (i.e., change any documents without a designation to a
25 designation of “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) any
26 Disclosure or Discovery Material produced by any other Party or Non-Party, provided that said

Disclosure or Discovery Material contains the upward designating party's own Protected Material, or otherwise is entitled to protective treatment under Fed. R. Civ. P. 26(c). Upward designation shall be accomplished by providing written notice to all parties identifying (by Bates number or other individually identifiable information) the Disclosure or Discovery Information to be re-designated. Any party may object to the upward designation of Disclosure or Discovery Material pursuant to the procedure set forth herein regarding challenging designations.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's operative Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 *et seq.*

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party's Outside Counsel in this Action, as well as employees of said Outside Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including House Counsel and in-house legal staff) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary, provided: (1) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential information, unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by the parties engaged in settlement discussions and who have signed the "Acknowledgment

and Agreement to Be Bound" (Exhibit A); and

(j) any other persons as to whom all the Parties in writing agree, provided that such persons have first been given a copy of this Order and have executed the "Acknowledgment and Agreement to Be Bound" (Exhibit A).

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information and Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party's Outside Counsel (as defined above) and their immediate paralegals and staff, and any copying or clerical litigation support services working at the direction of such counsel, paralegals, and staff;

(b) Experts (as defined in the Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A) provided that such Experts are not presently employed by the Parties hereto for purposes other than this Action;

(c) the specifically designated employees of the Receiving Party to whom disclosure is necessary in this Action provided that:

(1) the Party seeking to disclose such information shall provide the Producing Party with written notice that includes the name and present title of the employee of the Receiving Party designated to review the Protected Material. Within five (5) business days of receipt of the designation notice, the Producing Party or Parties may object in writing to the designation for good cause. For purposes of this section, "good cause" shall include an objectively reasonable concern that the employee will, advertently or inadvertently, use or disclose the Protected Material in a way or ways that are inconsistent with the provisions contained in this Order and/or that the designation of the employee is inconsistent with a prior agreement between the Parties regarding particular designation of employees. In the absence of an objection at the end of the five (5) business day

period, the employee shall be deemed approved under this Protective Order.

The Producing Party may object to and notify the Receiving Party in writing that it objects to disclosure of Protected Material to the designated employee. The Parties agree to promptly confer and use good faith to resolve any such objection. If the Parties are unable to resolve any objection, the objecting Party may file a motion with the Court within ten (10) days of the notice, or within such other time as the Parties may agree, seeking a protective order with respect to the proposed disclosure. No disclosure shall occur until all such objections are resolved by agreement or Court order.

The Parties have already agreed that Lincoln Transportation Services, Inc.'s personnel Joey Villareal and Jose Cardenas will be so designated and there is no objection.

(2) prior to disclosure, the approved personnel of the Receiving Party shall be made aware of the provisions of this Order and have manifested their assent to be bound by signing the “Acknowledgement and Agreement to Be Bound” (Exhibit A);

(3) the review of the Protected Material by the approved personnel shall takes place at the office of the Receiving Party's Outside Counsel that have appeared on behalf of that party in this Action;

(4) the Protected Material shall not to be removed by approved personnel from the office of the Receiving Party's Outside Counsel that have appeared in this Action; and

(5) no hard copies, electronic copies or document imaging of the Protected Material shall be created by the approved personnel.

7.4 The original of the executed the “Acknowledgement and Agreement to Be Bound” (Exhibit A) shall be retained by the counsel disclosing Protected Material pursuant to Sections 7.2 and 7.3 for a period of one year following the final resolution of this Action.

7.5 This Court shall retain specific jurisdiction over all issues attendant to disclosure of Protected Material even after final resolution of this action.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN

OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) within 7 days from the date of the Stipulated Order notify in writing the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) within 7 days from the date of the Stipulated Order provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested, and make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 7 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10 UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED

MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), the parties have reached an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, as follows: the Parties anticipate that significant volumes of documents and information will be produced and there is a risk that, despite the exercise of reasonable steps to prevent disclosure, material subject to a claim of privilege may be produced. Rule 502(d) provides that a “federal court may order that the privilege protection is not waived by disclosure connected with the litigation pending before the court – in which event the disclosure is also not a waiver in any other federal or state proceeding.” Fed. R. Evid. 502(d); *see also Venture Corp. Ltd. v. Barrett*, 2015 WL 1940230, at *2 (N.D. Cal. Apr. 29, 2015) (Rule 502(d) “allows the clawing back of an inadvertent production of privileged material without any risk of waiver even where the producing party has not conducted any privilege review.”). Accordingly, the Parties’ stipulated Rule 502(d) order is hereby incorporated into this Stipulated Protective Order.

18 || 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
20 its modification by the court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
22 no Party waives any right it otherwise would have to object to disclosing or producing any
23 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
24 Party waives any right to object on any ground to use in evidence of any of the material covered by
25 this Protective Order.

26 ||| 12.3 Filing Protected Material. Without written permission from the Designating Party or a

1 court order secured after appropriate notice to all interested persons, a Party may not file in the
2 public record in this Action any Protected Material. A Party that seeks to file under seal any
3 Protected Material must comply with Civil Local Rule 79-5. Consistent with this Local Civil Rule,
4 before filing with the Court any transcript, exhibit, pleading, brief, or other document containing
5 information designated as Protected Material, the Parties will seek approval of the Court for filing
6 such Protected Material under seal or, if the material has been designated by the another Party,
7 provide the Producing Party with a minimum of three (3) business days' notice prior to filing, in
8 order to allow the Producing Party an opportunity to seek approval of the Court to file such
9 Protected Material under seal. Protected Material may only be filed under seal pursuant to a court
10 order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file
11 Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the Court, then the
12 Receiving Party may file the information in the public record unless otherwise instructed by the
13 Court.

14 **13. FINAL DISPOSITION**

15 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a
16 written request by the Designating Party, each Receiving Party must return all Protected Material to
17 the Producing Party or destroy such material. As used in this subdivision, "all Protected Material"
18 includes all copies, abstracts, compilations, summaries, and any other format reproducing or
19 capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the
20 Receiving Party must submit a written certification to the Producing Party (and, if not the same
21 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category,
22 where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the
23 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format
24 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are
25 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
26 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
27

1 work product, and consultant and expert work product, even if such materials contain Protected
2 Material. Any such archival copies that contain or constitute Protected Material remain subject to
3 this Protective Order as set forth in Section 4 (DURATION).

4

5 14. **VIOLATION**

6 Any violation of this Order may be punished by any and all appropriate measures
7 including, without limitation, contempt proceedings and/or monetary sanctions. In the event
8 motion practice is required to enforce the terms of this Order, and a party is found by the Court to
9 have willfully violated the terms of this Order, the prevailing party on such a motion shall be
10 awarded costs, expenses, and fees, including attorney or other professional fees, incurred in
11 connection with the discovery of the violation and the preparation, filing, and arguing of the
12 motion or any other proceedings resulting from the violation.

13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14

15 Dated: June 15, 2017

COX, WOOTTON, LERNER,
GRIFFIN & HANSEN, LLP

16 By: /s/ Alena A. Eckhardt

17 Neil S. Lerner
18 Alena A. Eckhardt
19 Attorneys for Defendants and
Counterclaimants CMA CGM (AMERICA)
LLC and CMA CGM, S.A.

20 Dated: June 15, 2017

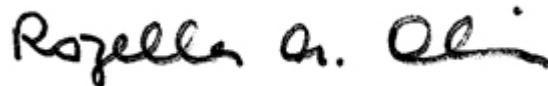
MARRON LAWYERS

22 By: /s/ Paul B. Arenas

23 Paul B. Arenas, Esq.
William Hendricks, Esq.
24 Attorneys for Plaintiff and Counterdefendant
Lincoln Transportation Services, Inc.

1 PURSUANT TO STIPULATION AND FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2 DATED: June 15, 2017

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4 ROZELLA A. OLIVER
United States District Magistrate Judge

5

6 **EXHIBIT A**

7 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

8 I, _____ [print or type full name], of _____
9 [print or type full address], declare under penalty of perjury that I have read in its entirety and
10 understand the Stipulated Protective Order that was issued by the United States District Court for the
11 Central District of California on [date] in the case of *Lincoln Transportation Services, Inc. v. CMA*
12 *CGM (America) LLC and CMA CGM S.A.*, Case No.: 2:15-cv-09234-DDP(RAOx). I agree to
13 comply with and to be bound by all the terms of this Stipulated Protective Order and I understand
14 and acknowledge that failure to so comply could expose me to sanctions and punishment in the
15 nature of contempt. I solemnly promise that I will not disclose in any manner any information or
16 item that is subject to this Stipulated Protective Order to any person or entity except in strict
17 compliance with the provisions of this Order.

18 I further agree to submit to the jurisdiction of the United States District Court for the Central
19 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
20 if such enforcement proceedings occur after termination of this action.

21 I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number]
22 as my California agent for service of process in connection with this action or any proceedings
23 related to enforcement of this Stipulated Protective Order.

25 Date: _____

26 City and State where sworn and signed: _____

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2 Printed name: _____
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4 Signature: _____
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